

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF ILLINOIS

In Re)	
)	In Bankruptcy
LUTHER C. REAGAN)	
a/k/a LUKE C. REAGAN)	Case No. 99-70170
)	
Debtor.)	
)	
MARY KAY REAGAN,)	
)	
Plaintiff,)	
)	
v.)	Adversary No. 99-7128
)	
LUTHER C. REAGAN,)	
)	
Defendant.)	

FINDINGS OF FACT AND CONCLUSIONS OF LAW
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This matter came before the Court for trial on July 7, 2000, on Plaintiff's Complaint to Deny Discharge.

Findings of Fact

1. On January 22, 1999, Debtor, Luther C. Reagan, filed a voluntary petition pursuant to Chapter 7 of the Bankruptcy Code, including schedules and a Statement of Financial Affairs. In this filing, and in writing, Debtor declared under penalty of perjury that the information contained in his petition was true and correct. Debtor testified that he provided the information used in preparing the petition and schedules and, prior to signing the petition, he reviewed the information contained in the petition and schedules. He further testified that he understood he was required to list all property owned by him at the time of the filing of the

petition.

2. Plaintiff, Mary Kay Reagan, is the ex-wife of Debtor. The marriage of the parties was dissolved by the Circuit Court of Adams County, Illinois by a written judgment dated August 26, 1993.

3. In December, 1997, Plaintiff brought a Petition to modify the divorce decree alleging that, in connection with the earlier dissolution proceeding, Debtor had failed to disclose his ownership of more than 12,000 shares of common stock of *Telefonos de Mexico* ("Telmex").

4. On December 24, 1998, the Circuit Court of Adams County, Illinois entered an order granting Plaintiff's Petition to Modify and awarding her ownership of the Telmex stock. A hearing with respect to Plaintiff's claim for attorney's fees incurred in connection with the Petition to Modify was scheduled for January 28, 1999. Debtor filed his voluntary Chapter 7 bankruptcy petition on January 22, 1999.

5. Plaintiff is a creditor of Debtor. As shown by her Proof of Claim filed in this case on July 19, 2000, Plaintiff incurred \$52,740.55 in attorney's fees and costs in connection with the Petition to Modify prior to the date of the filing of Debtor's bankruptcy petition.

6. Debtor lives at 1028 South 24th Street, Quincy, Illinois. He shares this residence with a roommate, Harold Holland. Debtor and Holland have been roommates for several years.

7. Pursuant to the terms of the Judgment of Dissolution of Marriage, Debtor received, among other assets, a coin collection then valued at more than \$15,000.

8. Pursuant to the divorce decree, Debtor also received two New York Life whole life insurance policies, designated as Policy Numbers 27166379 and 31408267. These policies insured the life of Debtor and each policy had a face value of \$10,000.

9. Debtor admitted that, at the time of the filing of the petition in this case, he was still the owner of these policies.

10. Question 23 on Schedule B (Personal Property) of the petition requires a debtor to identify his interests in automobiles, trucks, trailers and other vehicles. In response to Question 23, Debtor listed only a 1981 Jeep valued at \$2,500.

11. At the time of the filing of the petition, Debtor also owned a 1989 Ford Aerostar van which he had purchased on December 4, 1998, for \$2,700 cash. The records of the Illinois Secretary of State reveal that a Certificate of Title to the Ford Aerostar van was issued December 30, 1998, to Debtor, showing title to the vehicle to be held by him.

12. Debtor testified that he had not listed the vehicle because he had borrowed the purchase money from Harold Holland. Debtor admitted no promissory note had been given to Holland nor was any written security agreement granting a security interest in the vehicle to Holland ever executed.

13. Debtor's omission of the van from his schedules was knowing and intentional.

14. In March, 1999, Debtor executed and delivered to the Illinois Secretary of State an application for title to add Mr. Holland as a lienholder to the Certificate of Title. This application was executed and delivered to the Secretary of State

well after Debtor filed his Chapter 7 petition. Debtor admitted that he did not advise the Trustee, the Court, or creditors of this action.

15. Harold Holland is not shown as either a secured or unsecured creditor in Schedule D or Schedule F of Debtor's petition.

16. Question 24 on Schedule B (Personal Property) of the petition requires a debtor to list any interest in any boats, motors, and accessories. In response to Question 24, Debtor stated "None".

17. State of Illinois watercraft title records admitted at trial disclose that, at the time of the filing of the petition, Debtor owned a 24 foot Playbuoy Yachtsman pontoon boat. The boat was purchased by Debtor in 1995 and a Certificate of Title was issued by the State of Illinois on September 11, 1995, showing Debtor as the owner of record.

18. Debtor testified that he paid \$2,000 for the boat and that, since purchasing the boat, he has maintained insurance on it in his name.

19. Debtor's omission of the pontoon boat from his schedules was knowing and intentional.

20. On May 28, 1999, Harold Holland recorded a "Mechanic's Lien Notice" with the Recorder of Adams County, Illinois purporting to claim a mechanic's lien on the boat in question. The lien claim states that Holland is owed \$5,000 for work allegedly done on the boat in July, 1996. Debtor admitted that he gave Holland a copy of the title to the boat so that Holland could prepare and file a

mechanic's lien claim.

21. Question 9 of Schedule B (Personal Property) of the petition requires a debtor to list any interest in life insurance policies. In response to Question 20, Debtor stated "New York Life - value \$0."

22. At the time of the filing of his petition, Debtor owned the two New York Life whole life policies awarded to him under the divorce decree. He continued to pay the premiums on these policies following his divorce.

23. At the time of the filing of the petition, each policy had a cash surrender value in excess of \$1,000. The evidence shows that policy number 27166379 had a cash value of \$1,630.81 (as of January 16, 2000) and that policy number 31408267 had a cash value of \$1,489.50 (as of February 18, 2000).

24. Debtor did not fully and accurately disclose the existence of these two policies, nor did he provide accurate information concerning the cash value of each policy. The Court finds these omissions by Debtor were knowing and intentional.

25. Question 2 on Schedule B (Personal Property) of the petition requires a debtor to list interests in any bank accounts. In response to Question 2, Debtor listed a checking account at Nations Bank in Quincy, Illinois valued at \$50, a checking account at Mercantile Bank, Quincy, Illinois valued at \$50 and an account at Everen Securities valued at \$59.

26. Debtor failed to list all bank accounts in which he had an interest. On the date of the filing of the petition, Debtor had a joint bank account with Harold Holland at First Bankers Trust

Company of Quincy, Illinois, which was opened on October 21, 1998. Debtor had the right to make withdrawals upon and write checks upon this account.

27. On the date of the petition herein, the balance in the First Bankers Trust account was \$3,366.51.

28. At the time of the filing of the petition herein, Debtor had a joint bank account at Bank of America in Quincy, Illinois with Harold Holland (Account Number 323505727). Debtor had the right to make withdrawals from the account and to sign checks on the account.

29. On the date of the filing of the petition herein, the Bank of America account had a balance of \$1,000.

30. Debtor failed to list the accounts at First Bankers Trust and Bank of America in his schedules. The Court finds this omission was knowing and intentional.

31. Question 17 on Schedule B (Personal Property) of the petition requires a debtor to list other liquidated debts owing to him. In response to Question 17, Debtor listed "Loans to Synvion (approximately \$174,500)" valued at \$0.

32. Debtor admitted that, in June, 1998, Harold Holland was indebted to him for \$150,000 to \$200,000 in loans which Debtor had made to Holland over a period of several years.

33. Debtor did not list this loan in response to question 17 on Schedule B of his petition.

34. In his testimony, Debtor claimed that the loan was "settled" in July of 1998 in exchange for a transfer of Synvion Corporation stock by Holland to Debtor.

35. Debtor presented no documentary evidence at trial evidencing this purported settlement. In his petition, Debtor claimed that his shares in Synvion Corporation, as well as loans which he had allegedly made to Synvion Corporation, had no value. Debtor admitted that Synvion was not publicly traded, had paid no dividends, and was the subject of an enforcement action by the Securities and Exchange Commission for fraud. He was unable to provide any explanation regarding the calculation of the value assigned to the Synvion stock which was allegedly part of the "settlement" of the Harold Holland debt.

36. In his 1997 federal income tax return, Debtor declared a \$95,000 capital loss with regard to loans which he had made to Synvion Corporation. He admitted that he believed Synvion was valueless at that time.

37. The Court finds that Debtor's claim of a "settlement" of the debt owed to him by Harold Holland is not credible and is not supported by the evidence. The Court finds that the Holland indebtedness existed at the time of the petition and that Debtor knowingly and intentionally failed to disclose it in his petition.

38. The Court further finds that, even if the alleged "settlement" of the Holland indebtedness occurred as Debtor claims, he should have disclosed the "settlement" in response to Question 10 of the Statement of Financial Affairs, which requires disclosure of transfers of property made by a debtor within one year of the commencement of the case. He did not do so.

39. Question 12 of the Statement of Financial Affairs requires a debtor to list all safe deposit boxes in which he has or

has had securities, cash, or other valuables within one year immediately preceding the commencement of the case. In response to this question, Debtor stated "None".

40. Debtor's answer to Question 12 in the Statement of Financial Affairs was false and Debtor knew it to be so.

41. Debtor has rented a safe deposit box in Norwest Bank in Milwaukee, Wisconsin, since 1975. The evidence shows that Debtor most recently entered that box on November 2, 1998. Debtor stated that, on said date, he removed coins which he had received under his divorce decree from the safe deposit box.

42. Debtor testified that he sold the coins allegedly removed from the box at a coin show in Milwaukee, Wisconsin. He was unable to describe the type and value of the coins removed or to recall the amount of money he received upon his alleged sale of these coins at the coin show. The Court finds Debtor's testimony regarding the alleged sale of these coins is not credible and is not supported by the evidence in this case.

43. At the time of his divorce, Debtor received a coin collection valued at more than \$15,000. Debtor claimed at trial that he had sold these coins during the period following his divorce and no longer owned any of these coins.

44. Debtor testified that he had sold these coins at Gem City Coin Shop in Quincy, Illinois, at a coin shop in Springfield, Illinois, and at coin shows in St. Louis, Missouri and Milwaukee, Wisconsin.

45. In response to Plaintiff's request for admissions of fact, Debtor admitted selling no coins through the Gold Center or

Gold Link Coin Shop in Springfield, Illinois. He did claim to have sold coins through B & J Coin Shop in Springfield, Illinois.

46. The owner of B & J Coin Shop, Joseph Mileham, testified at trial that he had no record of purchasing any coins from Debtor. He testified that he does not sell coins on consignment for third parties. He did not recognize Debtor as a person from whom he had bought coins. The Court finds that Mileham was a credible witness and that Debtor sold no coins to B & J Coin Shop.

47. The evidence further shows that Debtor did sell a small number of coins to Gem City Coin Shop in Quincy on August 4, August 5, and August 6, 1998. These three sales totaled \$350. In response to Plaintiff's request for admission of facts, Debtor acknowledged that he had made no other sales to Gem City Coin Shop during the period in question.

48. Debtor claims to have sold coins at various times at coin shows in St. Louis and Milwaukee. He presented no documentary evidence to confirm such sales, nor could he testify as to any specifics regarding any of these sales. Debtor's tax returns from 1993 through 1998 reveal no reported income arising from the sale of any coins by Debtor.

49. Defendant is the sole shareholder of LDS, Inc. LDS, Inc., on the date of the filing of the petition herein, was engaged in the business of providing long distance telephone services.

50. On the date of the filing of the petition herein, LDS was indebted to Debtor in an amount in excess of \$11,000 for loans and advances previously made by Debtor to said corporation.

51. At the time of the filing of the petition, LDS had assets

unencumbered by any liens and continued to operate for a period following the filing of bankruptcy by Debtor.

52. Debtor knowingly and intentionally failed to list the indebtedness owed to him by LDS, Inc. in response to Question 17 on Schedule B (Personal Property) of the petition, relating to liquidated debts owing Debtor.

53. After the filing of his petition herein, Debtor filed no amendments to his petition, Statement of Affairs, or schedules to correct the omissions, false statements, and inaccuracies described above.

54. Debtor did not act voluntarily to correct the omissions, false statements, and inaccuracies in his petition, Statement of Affairs, and schedules. For example, the existence of the Ford Aerostar van and the pontoon boat were brought to the Trustee's attention at the 341 meeting only as a result of the examination of Debtor by Plaintiff's counsel.

55. Debtor's testimony was often evasive and inconsistent and he did not produce records or other documentary evidence corroborating his testimony on a number of material issues. Given the sheer number of the omissions and false statements previously described, Debtor's claims that the omissions and errors in his petition were a result of forgetfulness, mistake, or inadvertence on his part was not credible. The Court finds, based upon Debtor's demeanor as a witness, his evasive and inconsistent testimony, and the lack of corroborating documentary evidence, that Debtor was not a credible witness and his "explanations" are not entitled to belief.

Conclusions of Law

1. This action is a civil proceeding arising in, under, and related to a case filed by the Defendant as Debtor under Title 11, Chapter 7 of the Bankruptcy Code.

2. This Court has jurisdiction over the subject of the Complaint pursuant to 28 U.S.C. § 1334.

3. This matter constitutes a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(J).

4. Venue is proper in this Court pursuant to 28 U.S.C. § 1409.

5. 11 U.S.C. § 727 provides, in pertinent part, as follows:

(a) The court shall grant the debtor a discharge unless --

* * *

(2) the debtor, with intent to hinder, delay, or defraud a creditor. . . has transferred, removed, destroyed, mutilated or concealed. . .

(A) property of the debtor within one year before the date of the filing of the petition; or

(B) property of the estate, after the date of the filing of the petition;

* * *

(4) the debtor knowingly and fraudulently, in or in connection with the case --

(A) made a false oath or account(.)

6. The Bankruptcy Code requires debtors to accurately and truthfully present themselves before the Court. A discharge in bankruptcy is only for the honest debtor. In re Garman, 643 F.2d 1252 (7th Cir. 1980), *cert. denied* 450 U.S. 910 (1981); In re

Yonkers, 219 B.R. 227 (Bankr. N.D. Ill. 1997).

7. In a proceeding objecting to a debtor's discharge, the plaintiff has the burden of proving all elements of the objection by a preponderance of the evidence. In re Scott, 172 F.3d 959, 966-67 (7th Cir. 1999).

8. Under Section 727(a)(2)(B), a debtor will be denied a discharge where it is established that (1) the debtor transferred, removed, concealed, mutilated, or destroyed, or permitted another to transfer, remove, conceal, mutilate, or destroy property of the estate; (2) the transfer of the property of the estate occurs after the filing of the petition; and (3) the debtor actually intended to hinder, delay, or defraud a creditor or an officer of the estate. In re Krehl, 86 F.3d 737 (7th Cir. 1996).

9. Denial of a discharge under Section 727(a)(2) requires proof of actual intent to hinder, delay, or defraud a creditor. In re Snyder, 152 F.3d 596 (7th Cir. 1998). Proof of harm, however, is not a required element of a cause of action under Section 727. In re Smiley, 864 F.2d 562 (7th Cir. 1989). In determining whether a debtor has acted with intent to defraud under Section 727, the Court should consider the debtor's "whole pattern of conduct". In re Ratner, 132 B.R. 728, 731 (N.D. Ill. 1991).

10. The granting of a lien or security interest after the commencement of the case by the debtor on property of the estate constitutes a transfer of estate property within the meaning of Section 727(a)(2)(B). In re Caserta, 182 B.R. 599 (Bankr. S.D. Fla. 1995); cf. In re Senese, 245 B.R. 565, 575 (Bankr. N.D. Ill. 2000).

11. The evidence showed that Debtor failed to disclose his ownership of the 1989 Ford Aerostar van and the pontoon boat, thus concealing these assets from the Trustee and creditors. The evidence further showed that, following the filing of his petition herein, Debtor executed and delivered to the Illinois Secretary of State an application for title with respect to the Ford Aerostar van in order to add Harold Holland as a lienholder on the certificate of title. Debtor did this in order to create a security interest in the van in Holland, ostensibly to secure an alleged pre-petition loan by Holland to Debtor. In doing so, Debtor transferred an interest in estate property to his roommate in order to transform what, at best, was an unsecured claim of Holland into a secured position.

12. The evidence further showed that, in May, 1999, Debtor provided a copy of the certificate of title for the pontoon boat to Holland so that Holland could attempt to create a lien on the boat for repair work allegedly done by Holland some three years before.

13. The aforesaid acts by Debtor in relation to the van and boat establish that Debtor transferred or concealed, or permitted to be transferred or concealed, property of the estate following the date of the filing of the petition herein. The Court further finds, based upon the facts and circumstances underlying these actions by Debtor, that Debtor acted with the actual intent to hinder, delay, or defraud creditors and the Trustee.

14. Based on the foregoing, Plaintiff has proved the elements necessary for denial of Debtor's discharge under Section 727(a)(2)(B) of the Bankruptcy Code by a preponderance of the

evidence. See also In re Senese, *supra*.

15. Section 727(a) (4) (A) of the Bankruptcy Code provides that a debtor will be denied a discharge if he knowingly and fraudulently in or in connection with a case makes a false oath or account.

16. In order to prevail under Section 727(a) (4) (A), Plaintiff must prove by a preponderance of the evidence that Debtor made false statements under oath, known by him to be false, with the intent to deceive, and that those statements were material to the bankruptcy case. In re Senese, *supra*; In re Bailey, 147 B.R. 157, 162 (Bankr. N.D. Ill. 1992).

17. Any false statement made by a debtor in a bankruptcy petition, schedule, or statement of financial affairs constitutes a false oath within the meaning of Section 727(a) (4) (A). See Fed.R.Bankr.P. 1008; In re Senese, *supra*.

18. Debtors have an absolute duty to report whatever interest they hold in property, even if they believe their assets are worthless or unavailable to the bankruptcy case. In re Yonikus, 974 F.2d 901 (7th Cir. 1992). Section 727 makes complete financial disclosure a "condition precedent" to the privilege of a discharge, in order to preserve the goal of "fair dealing" between the debtor and creditors. U.S. v. Ellis, 50 F.3d 419, 424 (7th Cir. 1995), *cert. denied* 516 U.S. 849 (1995). The Trustee and creditors should not be forced to undertake an independent investigation of a debtor's affairs; they have a right to be "supplied with dependable information on which they can rely in tracing a debtor's financial

history". Id.; see also In re Tully, 818 F.2d 106, 110 (1st Cir. 1987).

19. Omission of information concerning a debtor's assets constitutes a false statement under Section 727(a)(4)(A). See U.S. v. Ellis, 50 F.3d 419 (7th Cir. 1995). A material omission in a bankruptcy petition impedes the Court's fulfilling of its responsibilities just as much as an explicitly false statement. Bankruptcy courts depend on petitions to provide truthful and complete information and have the right to expect that petitions filed will reflect accurately the petitioner's financial situation and affairs. Id.

20. A statement is deemed material for purposes of Section 727(a)(4)(A) if it relates to the debtor's estate, discovery of assets, disposition of property, or a debtor's entitlement to a discharge. In re Senese, *supra*, 245 B.R. at 574; In re Yonkers, *supra*, 219 B.R. at 234.

21. In order to prevail under Section 727(a)(4)(A), Plaintiff must establish that Debtor possessed the requisite intent to deceive or defraud when he omitted information from bankruptcy schedules or provided incorrect information. In re Senese, *supra*, 245 B.R. at 574-75.

22. In order to show the requisite degree of fraudulent intent, the Court must find that Debtor knowingly intended to defraud creditors or engaged in behavior which displayed a reckless disregard for the truth. In re Yonikus, *supra*, 974 F.2d at 905; In

re Yonkers, *supra*, 219 B.R. at 227.

23. Direct evidence of fraudulent intent is not required; the requisite intent may be inferred from circumstantial evidence. In re Yonikus, *supra*. Fraudulent intent may be inferred from a series of incorrect statements and omissions in the petition and schedules. In re Casado, 187 B.R. 446 (Bankr. E.D. N.Y. 1995).

24. It is sufficient to prove by circumstantial evidence either a pattern of concealment and errors or other conduct that suggests reckless indifference to the truth. In re Senese, *supra*, 245 B.R. at 575 (citations omitted); In re Ligon, 55 B.R. 250 (Bankr. M.D. Tenn. 1985).

25. If a debtor's bankruptcy schedules reflect a "reckless indifference to the truth", then the parties seeking denial of discharge need not offer any further evidence of fraud. In re Yonkers, *supra*, 219 B.R. at 233; In re Calisoff, 92 B.R. 346, 355 (Bankr. N.D. Ill. 1988).

26. In such a case, where it reasonably appears that the oath was false, the burden falls upon the debtor to come forward with evidence to prove that it was not an intentional misrepresentation. If the debtor fails to provide such evidence, or a credible explanation for his failure to do so, a court may infer fraudulent intent. In re Tully, 818 F.2d 106, 110 (1st Cir. 1987); In re Casado, *supra*.

27. Debtor's petition, Statement of Affairs, and schedules which were filed in this case and verified by Debtor under penalties of perjury constitute a written statement under oath. In

re Yonkers, supra.

28. As set forth in the preceding findings of fact, Debtor repeatedly provided false or misleading information in his petition, Statement of Affairs, and schedules, which he knew to be false, or he omitted information concerning his assets and financial affairs, in the following ways:

- (a) He failed to disclose his ownership of a 1989 Ford Aerostar van which he had purchased in the month preceding the filing of the petition;
- (b) He failed to disclose his ownership of the 24-foot Playbuoy Yachtsman pontoon boat;
- (c) He failed to fully disclose the existence of and his ownership of two New York Life whole life insurance policies, and falsely stated that such policies had no value, when each had a cash value well in excess of \$1,000;
- (d) He failed to disclose all bank accounts in which he had an interest, including the joint bank account with Harold Holland at First Bankers Trust Company valued, as of the commencement of the case, at \$3,366.51, and the joint bank account at Bank of America valued, as of the commencement of the case, at \$1,000;
- (e) Debtor failed to disclose the indebtedness owed to him by Harold Holland in the amount of \$150,000 to \$200,000. Alternatively, even if the alleged "settlement" of the Holland indebtedness occurred as Debtor claimed, Debtor failed to disclose the "settlement" in response to Question 10 of the Statement of Financial Affairs, which requires disclosures of transfers of property made by the Debtor within one year of the commencement of the case;
- (f) Debtor falsely stated in his Statement of Financial Affairs that he had no safe deposit boxes in which he had securities, cash, or other valuables within one year immediately preceding the commencement of the case;
- (g) He failed to disclose indebtedness owed to him by LDS, Inc. on the date of the petition in an amount exceeding \$11,000 for monies previously loaned to said corporation.

29. The Court finds that the aforesaid false statements and omissions were made with the intent to deceive creditors and the

Trustee or, alternatively, were made with reckless indifference to the truth. Therefore, Plaintiff has established fraudulent intent on the part of Debtor within the meaning of Section 727 of the Bankruptcy Code.

30. The false statements and omissions are material to the bankruptcy case in that they relate to Debtor's estate, discovery of assets, disposition of property, or his entitlement to a discharge.

31. The Court finds that Plaintiff has proved each of the elements required under Section 727(a)(4)(A) by a preponderance of the evidence. Therefore, Debtor's discharge should be denied pursuant to Section 727(a)(4)(A).

See written Order.

ENTERED:

LARRY LESSEN
UNITED STATES BANKRUPTCY JUDGE

c: Emmet A. Fairfield
P.O. Box 2459
Springfield, IL 62705

Mark A. Cassens
506 Vermont Street
Quincy, IL 62301

U.S. Trustee
401 Main St. #1100
Peoria, IL 61602

CERTIFICATION OF MAILING

The undersigned, deputy clerk of the United States Bankruptcy Court, hereby certifies that a copy of this Opinion was mailed this date to the parties listed herein.

Dated:

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF ILLINOIS

In Re)	
)	In Bankruptcy
LUTHER C. REAGAN)	
a/k/a LUKE C. REAGAN)	Case No. 99-70170
)	
Debtor.)	
)	
MARY KAY REAGAN,)	
)	
Plaintiff,)	
)	
v.)	Adversary No. 99-7128
)	
LUTHER C. REAGAN,)	
)	
Defendant.)	

ORDER

For the reasons set forth in an Opinion entered this day,
IT IS HEREBY ORDERED that, pursuant to 11 U.S.C. §§ 727(a)(2)
and 727(a)(4), Debtor's discharge be and is hereby denied.

ENTERED:

LARRY LESSEN
UNITED STATES BANKRUPTCY JUDGE

c: Emmet A. Fairfield
P.O. Box 2459
Springfield, IL 62705

Mark A. Cassens
506 Vermont Street
Quincy, IL 62301

U.S. Trustee
401 Main St. #1100
Peoria, IL 61602

CERTIFICATION OF MAILING

The undersigned, deputy clerk of the United States Bankruptcy Court, hereby certifies that a copy of this Order was mailed this date to the parties listed herein.

Dated: _____